

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11  
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Old Carco LLC (f/k/a Chrysler LLC), *et al.*,<sup>1</sup> : Case No. 09-50002 (AJG)  
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Debtors. : (Jointly Administered)  
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT  
TO PURCHASER OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)<sup>2</sup> with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Old Carco LLC, formerly Chrysler LLC, and its Debtor subsidiaries; Fiat S.p.A (“Fiat”); and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as

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<sup>1</sup> A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

<sup>2</sup> Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

“Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated May 15 and 22 and June 24, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. Each Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to, cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated

Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects. In addition, and for the avoidance of doubt, to the extent a Non-Debtor Counterparty has made a timely filed Section 365 Objection to the Cure Costs or the accuracy of the information provided in the Assignment Notice pending on the date hereof, such objection is preserved pending resolution by Cure Agreement or order of the Court.

5. The Designated Agreements identified in Exhibits A through D hereto (as modified by the Addenda thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court or a Cure Agreement in an amount different than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the established Cure Costs. The Cure Costs established by a the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease as soon as practicable (and in any event not later than ten days after the date hereof), provided, however, that Purchaser shall pay Disputed Cure Costs (as defined in the Bidding Procedures) as soon as practicable following (and in any event not later than 10 days after) the date the amount thereof is finally determined. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser’s right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

10. Questions or inquiries relating to this notice may be directed to the Chrysler Restructuring Hotline at +1-877-271-1568 (for U.S. and Canadian callers) and +1-503-597-7708 (for international callers outside the U.S. and Canada).

Dated: July 2, 2009  
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich  
Andrew G. Dietderich  
Hydee R. Feldstein  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

ATTORNEYS FOR FIAT S.p.A. AND  
CHRYSLER GROUP LLC

**Exhibit A**

**[Schedule of Certain Confirmed Real Property Agreements  
and Cure Costs Related Thereto]**

**Debtor as Lessor**

	Address	Type of Interest	Type of Property	Lessor	Lessee Notice Address	Cure Amount
1.	4001 Boston Road Bronx, New York 10466	Subleased	Dealer	Chrysler Realty Company LLC	<u>Subtenant</u> RJZ Holding Corporation 4001 Boston Road Bronx, New York 10466	\$0
2.	8544 Kingston Pike Knoxville, Tennessee 37919	Subleased	Dealer	Chrysler Realty Company LLC	<u>Subtenant</u> Jim Cogdill Dodge Company 8544 Kingston Pike Knoxville, Tennessee 37919	\$0

**Debtor as Lessee**

	Address	Type of Interest	Type of Property	Lessee	Landlord Notice Address	Cure Amount
1.	17201 Torrence Ave Lansing, Illinois 60438-1086	Leased	Dealer	Chrysler Realty Company LLC	<u>Landlord</u> Commonwealth Edison Company c/o Manager of Leasing & Sales Three Lincoln Centre, 4th Floor, Oakbrook Terrace, IL 60181	\$0
2.	4001 Boston Road Bronx, New York 10466	Leased	Dealer	Chrysler Realty Company LLC	<u>Landlord</u> 4001 BX LLC c/o David Arad PO Box 98, Alpine, NJ 07620	\$0

	Address	Type of Interest	Type of Property	Lessee	Landlord Notice Address	Cure Amount
3.	8544 Kingston Pike Knoxville, Tennessee 37919	Leased	Dealer	Chrysler Realty Company LLC	<p><u>Landlord</u> Ms. Lida Belle Gambill Memorial Trust and the Gambill Charitable Remainder Trust, as Successors in Interest to Lida Belle Gambill and Bessie Kate Gambill</p> <p>First Tennessee Bank Attn: David D. Long 800 S. Gay Street Knoxville, TN 37929</p> <p>Long, Ragsdale &amp; Waters Attn: David W. Long 1111 Northshore Drive NW Suite S-700 Knoxville, TN 37919</p> <p>Regions Bank Attn: Phil Henderson 151 Major Reynolds Place Knoxville, TN 37919</p> <p>Kramer, Rayson Attn: Thomas M. Hale 800 S. Gay Street, Suite 2500 Knoxville, TN 37929</p> <p>Mary Jane Cook Hilyer PO Box 30314 Knoxville, TN 37930</p>	\$0

## **ADDENDUM**

The executory contracts and unexpired leases identified in Exhibit A are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>3</sup>

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit A for assumption and assignment. Unless otherwise stated in Exhibit A or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>3</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.



**Exhibit B**

**[Schedule of Certain Confirmed General Agreements and Cure Costs Related Thereto]**

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE ALLIANCE LLC	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	DCC ADMINISTRATIVE SERVICES AGREEMENT CONTRACT DATE: 6/7/2002	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE ALLIANCE LLC	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	LOAN AGREEMENT CONTRACT DATE: 6/7/2002	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE ALLIANCE LLC	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	ENGINE DEVELOPMENT SERVICES AGREEMENT CONTRACT DATE: 6/7/2002	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE ALLIANCE LLC	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	TECHNOLOGY ASSIGNMENT AND LICENSE AGREEMENT CONTRACT DATE: 6/7/2002	\$0.00
GLOBAL ENGINE ASSET COMPANY LLC	<p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761</p> <p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	LOAN AGREEMENT, AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE ASSET COMPANY LLC	<p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761</p> <p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	DCC GENERAL SERVICES AGREEMENT (FOR GLOBAL ENGINE ASSET COMPANY LLC), AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00
GLOBAL ENGINE MANUFACTURING ALLIANCE LLC	<p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY 781-1 SO-HA, KWANG-MYUNG KYUNG-GI 423-701 KOREA</p> <p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761</p> <p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	DCC EMPLOYEE SECONDMENT CONTRACT, AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE MANUFACTURING ALLIANCE LLC	GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY 781-1 SO-HA, KWANG-MYUNG KYUNG-GI 423-701 KOREA  GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859  GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761  GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	DCC GENERAL SERVICES AGREEMENT (FOR GEMA), AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GLOBAL ENGINE MANUFACTURING ALLIANCE LLC	GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY 781-1 SO-HA, KWANG-MYUNG KYUNG-GI 423-701 KOREA  GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859  GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761  GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	DCC ENGINE MANUFACTURING AGREEMENT, AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00



COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
HYUNDAI MOTOR COMPANY; MITSUBISHI MOTORS CORPORATION	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	AMENDED AND RESTATED NAFTA ENGINE OPERATING JOINT VENTURE AGREEMENT (IL FOUR CYLINDER ENGINES) CONTRACT DATE: 9/25/2003	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
HYUNDAI MOTOR AMERICA; MITSUBISHI MANUFACTURING OF AMERICA, INC.	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	LIMITED LIABILITY COMPANY AGREEMENT OF GLOBAL ENGINE ALLIANCE LLC CONTRACT DATE: 6/7/2002	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
HYUNDAI MOTOR AMERICA; MITSUBISHI MOTORS NORTH AMERICA, INC.	<p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY 781-1 SO-HA, KWANG-MYUNG KYUNG-GI 423-701 KOREA</p> <p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761</p> <p>GLOBAL ENGINE MANUFACTURING ALLIANCE LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF GLOBAL ENGINE MANUFACTURING ALLIANCE LLC, AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
HYUNDAI MOTOR COMPANY; MITSUBISHI MOTORS CORPORATION	<p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY ATTN VP LEGAL DEPARTMENT 10550 TALBERT AVENUE, P.O. BOX 20850 FOUNTAIN VALLEY, CA 92728-0859</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O HYUNDAI MOTOR COMPANY POWERTRAIN DIVISION DAE HEUNG MOON, HAN-SOO CHANG 772-1 JANG-DEOK HWA-SUNG KYUNG-GI 445-706 KOREA</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPT 5-33-8 SHIBA, MINATO-KU TOKYO 108-8410 JAPAN</p> <p>GLOBAL ENGINE ALLIANCE LLC C/O MITSUBISHI MOTORS CORPORATION DEVELOPMENT ENGINEERING OFFICE ATTN MR. TETSUYA TAMECHIKA, MR. KOICHI NAMIKI 1 NAKASHINKIRI, HASHIME-CHO, OKAZAKI AICHI 444-8501 JAPAN</p>	CHRYSLER LCC (F/K/A DAIMLERCHRYSLER CORPORATION)	JOINT VENTURE AND ENGINE DEVELOPMENT AGREEMENT (IL FOUR CYLINDER ENGINES) CONTRACT DATE: 5/5/2002	\$0.00
MITSUBISHI MOTORS CORPORATION	<p>MITSUBISHI MOTORS CORPORATION ATTN EXEC. OFFICER, HEAD &amp; C&amp;D SEGMENT COMPETENCE CENTER 1, NAKASHINKIRI HASHIME-CHO, OKAZAKI AICHI PREF. 444-8501 JAPAN</p> <p>MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, LEGAL DEPARTMENT 16-4, KONAN 2-CHROME MINATO-KU TOKYO 108-8410 JAPAN</p> <p>MITSUBISHI MOTORS CORPORATION ATTN GENERAL MANAGER, NORTH AMERICA DEPT. 16-4, KONAN 2-CHROME MINATO-KU TOKYO 108-8410 JAPAN</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	DEVELOPMENT, PROCUREMENT AND COST SHARING AGREEMENT, AS AMENDED CONTRACT DATE: 6/16/2003	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
MITSUBISHI MOTORS NORTH AMERICA, INC.	<p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761</p> <p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	NAFTA ENGINE ASSET JOINT VENTURE AGREEMENT (IL FOUR CYLINDER ENGINE), AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00
MITSUBISHI MOTORS NORTH AMERICA, INC.	<p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SHIRO FUTAKI, PRESIDENT AND CEO 100 NORTH MITSUBISHI MOTORWAY NORMAL, IL 61761</p> <p>GLOBAL ENGINE ASSET COMPANY LLC C/O MITSUBISHI MOTORS N.A., INC. ATTN SR. VP AND CHIEF LEGAL OFFICER 6400 KATELLA AVENUE CYPRESS, CA 90630-5208</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	LIMITED LIABILITY COMPANY AGREEMENT OF GLOBAL ENGINE ASSET COMPANY LLC, AS AMENDED CONTRACT DATE: 9/25/2003	\$0.00
MITSUBISHI MOTORS NORTH AMERICA, INC.	<p>MITSUBISHI MOTORS NORTH AMERICA, INC. 6400 KATELLA AVENUE CYPRESS, CA 90630</p> <p>MITSUBISHI MOTORS NORTH AMERICA, INC. ATTN LEGAL DEPT P.O. BOX 6400 CYPRESS, CA 90630-0064</p>	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	NM DISTRIBUTION AGREEMENT, AS AMENDED CONTRACT DATE: 7/1/2003	\$0.00
MITSUBISHI MOTORS NORTH AMERICA INC.	<p>MITSUBISHI MOTORS NORTH AMERICA, INC ATTN LEGAL DEPARTMENT 6400 KATELLA AVENUE CYPRESS, CA 90630</p> <p>MITSUBISHI MOTORS NORTH AMERICA, INC ATTN VICE PRESIDENT PARTS OPERATIONS 6400 KATELLA AVENUE CYPRESS, CA 90630</p>	DAIMLERCHRYSLER MOTORS COMPANY LLC	PARTS SUPPLY AGREEMENT CONTRACT DATE: 6/30/2005	\$0.00

## **ADDENDUM**

The executory contracts and unexpired leases identified in Exhibit B are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>4</sup>

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit B for assumption and assignment. Unless otherwise stated in Exhibit B or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>4</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

**Exhibit C**

**[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]**

DESIGNATED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	PURCHASE ORDER	CURE AMOUNT
BRUEHL CONSOLIDATION - TLC TUEBINGER ALLEE 2 71059 SINDELFINGEN GERMANY	45843	O9412001	\$0.00
		O9412002	\$0.00

See the attached Addendum for important information.



## **ADDENDUM**

The executory contracts and unexpired leases identified in Exhibit C are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>5</sup>

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit C for assumption and assignment. Unless otherwise stated in Exhibit C or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>5</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

**Exhibit D**

**[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]**

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	45258	\$6,615.40
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	19138	\$404,669.20
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	21193	\$2,847,129.02
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	23087	\$2,749,311.56
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	30793	\$171,362.62
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	31165	\$2,229,854.00
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	40105	\$140,081.80
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	45149	\$200,476.60
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	94369	\$642,499.28
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	47810	\$236,375.94
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	53956	\$55,583,460.04
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	56083	\$34,394.57
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	59093	\$7,546.60
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	64469	\$3,158,987.97
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	90186	\$473,637.85

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	94368	\$30,876.09
CONTINENTAL AG	JAEDEKAMP 30 PO BOX 169 HANNOVER D-30419 GERMANY	42945	\$68,838.36
TEMIC TELEFUNKEN MICROELECTRONICS	SIEBOLDSTRASSE 19 NUREMBURG 90411 GERMANY	42859	\$33,526.82
THERMOPOL INCORPORATED	13 INTERSTATE DR SOMERSWORTH, NH 03878	51959	\$64,089.40

For the avoidance of doubt, the Confirmed Agreements include the Settlement Agreement dated December 19, 2008 between Continental Automotive Systems, U. S., Inc. and Chrysler LLC, and the Supply Agreement dated May 23, 2003 between Daimler Chrysler Corporation and Siemens VDO.

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	PURCHASE ORDER
CONTINENTAL AG	53956	O8232085
JAEDEKAMP 30		O8232086
PO BOX 169		O9232033
HANNOVER D-30419		
GERMANY		

## ADDENDUM

The Purchaser filed schedules of certain confirmed supplier agreements and cure costs related thereto, as Exhibit A to Docket Number 3874 and as Exhibit A to Docket Number 4172, with respect to the Confirmed Agreements listed on Exhibit D hereto. The Non-Debtor Counterparty and Purchaser have subsequently agreed to amend and restate the Confirmation Schedules with respect to the Confirmed Agreements listed on this Exhibit D to reflect an agreement between the parties.

The executory contracts and unexpired leases identified in Exhibit D are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>6</sup>

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit D relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit D as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit D or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to or from the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>6</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.